## INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

(3) Combined Small Business/Labor Area Concerns

#### INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *lincluding attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER

NAVAL RESEARCH LABORATORY

ATTN: CODE 3240JW

WASHINGTON DC 20375-5326

#### 4. ITEMS TO BE PURCHASED (Brief description)

Quality control, testing and inspections services, engineering and technical support services for General Purpose Electronic Test Equipment (GPETE) and VLF/LF site modernization

#### 5. PROCUREMENT INFORMATION (X and complete as applicable)

- a. THIS PROCUREMENT IS UNRESTRICTED
- b. THIS PROCUREMENT IS A 100 % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(2) Labor Surplus Area Concerns

X (1) Small Business

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: http://heron.nrl.navy.mil/contracts/home.htm.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

#### 7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Waldenfels, James P.

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (202) 767-3003

b. ADDRESS (Include Zip Code)

Contracting Officer

Naval Research Laboratory

Washington DC 20375-5326

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TO CONTRACTING OFFICER
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## **PART I - THE SCHEDULE**

#### **SECTION B**

#### SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B-1** SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM TOTAL EST. COST PLUS FIXED FEE
0001	The contractor shall perform research support services as described in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1).	* NSP	* NSP	* NSP
_	MUM COST PLUS FIXED FEE 0001 AND 0002	\$	\$	\$

Not Separately Priced

#### **B-2** MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of 1,600 direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of 27,150 direct labor hours.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

#### **SECTION C**

#### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

#### C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

**C-3** The specific work to be carried out shall be further described in task orders issued under this contract.

#### **SECTION D**

### **PACKAGING AND MARKING**

#### D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

#### **SECTION E**

#### INSPECTION AND ACCEPTANCE

**E-1** INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE:

#### FAR CLAUSE TITLE

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

#### **E-2** INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract must be accomplished by the Contracting Officer's Representative (COR) designated in Section G of this contract within seven (7) days after delivery of final report. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5326.

#### **SECTION F**

#### **DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

## FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

#### F-2 DELIVERIES OR PERFORMANCE

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through 36 months.
- (b) Each delivery order/task order shall specify the period of performance.
- (c) All deliverables required by Contract Line Item No. (CLIN) 0001 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

*
Naval Research Laboratory
Contract Number : *
Delivery Order Number:
Building: *
Code: *
4555 Overlook Avenue, SW
Washington DC 20375-5320

Contracting Officer's Representative

(d) Each delivery order/task order shall specify the place of performance.

( \* To be filled in at time of award)

### **SECTION G**

#### **CONTRACT ADMINISTRATION DATA**

#### **G-1** PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters - Mr. James P. Waldenfels, Code 3240.JW, (202) 767-3003, DSN 297-3003 or Telecopier (202) 767-6197

Security Matters - Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202) 767-2232, DSN 297 2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

#### G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(\* To be filled in at time of award)

## G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
  - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
  - (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
  - (1) Assign additional work under the contract:
  - (2) Direct a change as defined in the contract clause entitled "Changes";
  - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in e. Below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
  - (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification, and
  - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

#### **G-4** INCREMENTAL FUNDING

Orders issued under this contract may be incrementally funded. Incrementally funded orders will contain a provision substantially as follows:

This order is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the order in the amount of \$ \* and it is estimated that they are sufficient for performance through \*.

(\* To be filled in at time of award)

#### G-5 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

### G-6 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate. Each task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.
- (e) Task orders issued shall include, but not be limited to, the following information:
- (1) Date of Order
- (2) Contract Number and Task Order Number
- (3) Accounting and Appropriation Data
- (4) Description of the Work to be Performed
- (5) Level of Effort
- (6) Place of Performance
- (7) Period of Performance

- (8) Estimated Cost Plus Fixed Fee
- (9) List of Government furnished material and the estimated value thereof for each order.
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.
- **G-7** NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)
- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and  $\underline{4}$  copies, to the contract auditor at the following address:

(To be filled in at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than <u>30</u> calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
  - (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number(ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
  - \_\_ is required with each invoice submittal.

	is required only with the final invoice
<u>X</u>	is not required.

- (f) A Certificate of Performance
  - shall be provided with each invoice submittal.
  - X is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

## G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:

97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.

- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

#### G-9 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

#### **SECTION H**

#### SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

#### H-2 LEVEL OF EFFORT TASK ORDERS

- (a) In the performance of each task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.
- (b) The level of effort per task order shall be expended at the average monthly rate specified therein. It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, at any time it is forecast that during the last three months of the task order less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor under a task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor-hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.
- (f) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:

# Fee Reduction = Fixed Fee x (Required LOE Hours - Expended LOE Hours) Required LOE Hours

- or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.
- (g) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.
- (h) Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor-hours up to five percent in excess of the total direct labor-hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.
- (i) It is understood that the mix of labor categories provided by the Contractor under the task order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.
- (j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each task order under this contract.

### H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes where submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance

period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Project Manager Computer Scientist

(To be filled in at time of award)

#### H-4 SUBCONTRACTORS/CONSULTANTS

(a) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract.

Subcontractor/Consultant Name

Time or Unit

**Estimated Cost** 

(To be filled in at time of award)

(b) The Contracting Officer's consent required by Paragraph (c) of the contract clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" is hereby given for the listed subcontracts/consultants unless (i) they are of the cost-reimbursement, time-and-materials, or laborhour type and are estimated to exceed \$25,000, including any fee, (ii) are proposed to exceed \$100,000, or (iii) are one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000. In such cases consent shall be requested from the Administrative Contracting Officer.

(c) Any changes to the above list must be authorized by the Administrative Contracting Officer (ACO).

#### **H-5** ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design." [NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338. Telephone 1-800-282-6476]

#### H-6 CONTRACTOR FACILITY

The Contractor shall maintain a facility not more than 60 aerial miles outside the Washington, DC Beltway. The facility must include a meeting area with a capacity for at least 25 people, and a laboratory suitable for testing or fabrication of prototype electronic equipment. The proximity requirement is based on the sequential nature of testing that requires frequent transport between NRL and the Contractor's facility.

#### H-7 CONFLICT OF INTEREST

The Contractor shall not have a vested interest in any aspect of general purpose electronic test equipment. Specifically the Contractor shall not produce, repair, market, sell or distribute General Purpose Electronic Test Equipment (GPETE), nor shall the contractor represent a manufacturer in any capacity related to GPETE or that might appear to be related to GPETE, during the term of this contract.

#### H-8 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

#### H-9 ITEMS AVAILABLE FOR CONTRACTOR USE

The following items are among those that may/will be available for Contractor use on site at the Naval Research Laboratory:

Laboratory space (desks, chairs, laboratory benches, etc.)

Assorted tools (wrenches, screwdrivers, etc.)

Microwave frequency synthesizers to 40 GHz

Portable spectrum Analyzers to 26.5 GHz Optical Spectrum Analyzer

Logic Analyzers

Vector Network Analyzer

Wire Wrap Equipment

Soldering Equipment

IBM Compatible, McIntosh, and HP computers and various laser printers and color printers

Design, layout, word processing, and control software packages

Temperature and humidity chambers

MD-1310/U MSK modulator test system (SOW 3.10). The test system is used to test the modulators and provide quality assurance of signal characteristics. The test system uses a computer based on an Intel microprocessor. The operating system used is MS-DOS with Windows. Software was developed in Microsoft C and Borland C++ for the application of testing the modulator. This software sends commands to the test equipment through an IEEE 488 interface card. The instruments typically controlled are spectrum analyzers, signal generators, oscilloscopes, and peripherals such as printers and plotters.

#### H-10 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

Information technology acquired with funds provided hereunder shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

## H-11 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

#### **PART II - CONTRACT CLAUSES**

#### **SECTION I**

#### **CONTRACT CLAUSES**

## I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www-far.npr.gov/References/References.html http://heron.nrl.navy.mil/contracts/home.htm

#### a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAU	SE	<u>TITLE</u>
52.202-1	-	Definitions (OCT 1995)
52.203-3	-	Gratuities (APR 1984)
52.203-5	-	Covenant Against Contingent Fees (APR 1984)
52.203-6	-	Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	-	Anti-Kickback Procedures (JUL 1995)
52-203-8	-	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	-	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	-	Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	-	Security Requirements (AUG 1996)
52.204-4	-	Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors
		Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	-	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	-	Audit And Records-Negotiation (AUG 1996)
52.215-8	-	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	-	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	-	Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	-	Integrity of Unit Prices (OCT 1997)
52.215-15	-	Termination of Defined Benefit Pension Plans (OCT 1997)
52.215-17	-	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	-	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	-	Notification of Ownership Changes (OCT 1997)
52.215-21	-	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
52.216-7	-	Allowable Cost And Payment (APR 1998)

52.216-8	-	Fixed-Fee (MAR 1997)
52.219-6	-	Notice Of Total Small-Business Set-Aside (JUL 1996)
52.219-8	-	Utilization Of Small, Small Disadvantaged And Women-Owned Small Business
		Concerns (JUN 1997)
52.222-2	-	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized
		Under This Contract If The Overtime Premium Does Not Exceed _"0"_
52.222-3	-	Convict Labor (AUG 1996)
52.222-20	-	Walsh-Healey Public Contracts Act (DEC 1996)
52.222-21	-	Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
52.222-26	-	Equal Opportunity (APR 1984)(DEVIATION)
52.222-35	-	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR
		1998)
52.222-36	-	Affirmative Action For Workers With Disabilities (JUN 1998)
52.222-37	-	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era
		(APR 1998)
52.223-2	-	Clean Air And Water (APR 1984)
52.223-3	-	Hazardous Material Identification And Material Safety Data (JAN 1997)
52.223-5	-	Pollution Prevention and Right-To-Know Information (APR 1998)
52.223-6	-	Drug-Free Workplace (JAN 1997)
52.223-14	-	Toxic Chemical Release Reporting (OCT 1996)
52.225-11	-	Restrictions On Certain Foreign Purchases (AUG 1998)
52.227-1	-	Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
52.227-10	-	Filing of Patent Application- Classified Subject Matter (APR 1984)
52.227-11	-	Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
52.228-7	-	Insurance - Liability To Third Persons (MAR 1996)
52.232-9	-	Limitation On Withholding Of Payments (APR 1984)
52.232-17	-	Interest (JUN 1996)
52.232-20	-	Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
52.232-22	_	Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not
02:202 22		fully funded)
52.232-23	-	Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25	-	Prompt Payment (JUN 1997)
52.233-1	-	Disputes (OCT 1995)
52.233-3	-	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.237-2	-	Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.237-3	-	Continuity Of Services (JAN 1991)
52.237-10	-	Identification of Uncompensated Overtime (OCT 1997)
52.242-1	-	Notice Of Intent To Disallow Costs (APR 1984)
52.242-3	-	Penalties For Unallowable Costs (OCT 1995)
52.242-4	-	Certification of Final Indirect Costs (JAN 1997)
52.242-13	-	Bankruptcy (JUL 1995)
52.243-2	-	Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
52.244-2	-	Subcontracts (AUG 1998) - Alternate I (AUG 1998)

52.244-5	-	Competition In Subcontracting (DEC 1996)
52.244-6	-	Subcontracts for Commercial Items and Commercial Components (APR 1998)
52.245-5	-	Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour
		Contracts) (JAN 1986) (DEVIATION)
52.245-9	-	Use And Charges (APR 1984) (DEVIATION)
52.245-18	-	Special Test Equipment (FEB 1993)
52.246-23	-	Limitation Of Liability (FEB 1997)
52.246-25	-	Limitation Of Liability - Services (FEB 1997)
52.247-1	-	Commercial Bill Of Lading Notations (APR 1984)
52.247-63	-	Preference For U. S. Flag Carriers (JAN 1997)
52.249-6	-	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	-	Excusable Delays (APR 1984)
52.252-6	-	Authorized Deviations in Clauses (APR 1984) fill in <u>Defense Federal Acquisition</u>
		Regulation Supplement (48 CFR Chapter 2)
52.253-1	-	Computer Generated Forms (JAN 1991)

## b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE	<u>TITLE</u>
252.201-7000 -	Contracting Officer's Representative (DEC 1991)
252.203-7001 -	Special Prohibition On Employment (JUN 1997)
252.204-7000 -	Disclosure of Information (DEC 1991)
252.204-7003 -	Control Of Government Personnel Work Product (APR 1992)
252.204-7004 -	Required Central Contractor Registration (MAR 1998)
252.205-7000 -	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.209-7000 -	Acquisition From Subcontractors Subject To On-Site Inspection Under The
	Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7004 -	Subcontracting With Firms That Are Owned Or Controlled By The Government
	Of A Terrorist Country (MAR 1998)
252.223-7004 -	Drug-Free Work Force (SEP 1988)
252.223-7006 -	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR
	1993)
252.225-7001 -	Buy American Act And Balance Of Payments Program (MAR 1998)
252.225-7002 -	Qualifying Country Sources As Subcontractors (DEC 1991)
252.225-7009 -	Duty Free Entry- Qualifying Country Supplies (End Products and Components)
	(MAR 1998)
252.225-7010 -	Duty Free Entry - Additional Provisions (MAR 1998)
252.225-7012 -	Preference For Certain Domestic Commodities (SEP 1997)
252.225-7016 -	Restriction On Acquisition Of Ball And Roller Bearings (AUG 1998)
252.225-7026 -	Reporting Of Contract Performance Outside The United States (MAR 1998)
252.225-7031 -	Secondary Arab Boycott Of Israel (JUN 1992)
252.225-7043 -	Antiterrorism/Force Protection Policy For Defense Contractors Outside The
	United States (JUN 1998)
252.227-7013 -	Rights In Technical Data Noncommercial Items (NOV 1995)
252.227-7014 -	Rights In Noncommercial Computer Software And Noncommercial Computer

Software Documentation (JUN 1995)

252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)

252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)

252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information

Marked With Restrictive Legends (JUN 1995)

252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)

252.227-7034 - Patents--Subcontracts (APR 1984)

252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)

252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)

252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)

252.231-7000 - Supplemental Cost Principles (DEC 1991)

252.232-7009 - Payment By Electronic Funds Transfer (CCR) (JUN 1998)

252.242-7000 - Post Award Conference (DEC 1991)

252.243-7002 - Requests for Equitable Adjustment (MAR 1998)

252.245-7001 - Reports of Government Property (MAY 1994)

252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)

252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)

## I-2 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through thirty six months.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I-3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 500 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of 10,000 hours.
- (2) Any order for a combination of items in excess of 10,000 hours within a 12 month period; or

- (3) A series of orders from the same ordering office within a twelve month period that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## I-4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty days following the effective period of the contract.

## I-5 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by hthe Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozonedepleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (dand 40 CFR Part 82, Subpart E, as follows:	l)
"WARNING: Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."	
* The Contractor shall insert the name of the substance(s).	

## I-6 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause ), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## **SECTION J**

### LIST OF ATTACHMENTS

- **J-1** Attachment (1) Statement Of Work 9 Pages, With Exhibit A DD Form 1423, Contract Data Requirements 8 Pages, And Enclosure (1) Instructions For Distribution 1 Page
- **J-2** Attachment (2) DD 254, Contract Security Classification Specification Form Ser 021-98 Dated 980410, 2 Pages
- J-3 Attachment (3) Personnel Qualifications 4 Pages

#### PART IV - REPRESENTATIONS AND INSTRUCTIONS

#### SECTION - K

## REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

**K-1** The following Representations, Certifications, and Other Statements Of Offerors or Respondents are incorporated by reference with the same force and effect as if they were given in full text.

#### FAR CLAUSE TITLE

52.203-11 - Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)

#### DFARS CLAUSE TITLE

- 252.209-7001 Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)
- **K-2** FAR 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)
  - (a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity, (e.g., sole proprietorship or partnership), or corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c)	Taxpayer Identification Number (TIN).
<u> </u>	ΓΙΝ:
□ -	TIN has been applied for.
	TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; ☐ Offeror is an agency or instrumentality of a foreign government; ☐ Offeror is an agency or instrumentality of a Federal, state, or local government; ☐ Other. State basis.
(d) Corporate Status.
Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;  Other corporate entity;  Not a corporate entity;  Sole proprietorship Partnership Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from
taxation under 26 CFR 501(a).
(e) Common Parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. ☐ Name and TIN of common parent:
Name
TIN
<b>K-3</b> FAR 52.204-5 -WOMAN-OWNED BUSINESS (OCT 1995)
(a) Representation. The offeror represents that it $\square$ is, $\square$ is not a women-owned business concern.
(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**K-4** FAR 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
(i) The Offeror and/or any of its Principals-
(A) Are $\square$ are not $\square$ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have \( \subseteq \) have not \( \subseteq \), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
(ii) The Offeror has $\square$ has not $\square$ , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

business segment, and similar positions).

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

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- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-5	FAR 52.215-4 -TYPE OF BUSINESS (	DRGANIZATION (OCT 1997)
The of	feror or respondent, by checking the ap	oplicable box, represents that -
ventur		a partnership, $\square$ a nonprofit organization, $\square$ a joint ler the laws of the State of $\_$ .
-		eign entity, it operates as  an individual,  a
	(country)	<del></del>
K-6	FAR 52.215-6 -PLACE OF PERFORM	ANCE (OCT 1997)
facilitie this pro (b)	ation, intends, does not intend [cless located at a different address from the oposal or response to request for inform	"intends" in paragraph (a) of this provision, it shall
(S	ACE OF PERFORMANCE TREET ADDRESS, CITY, TATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

#### **K-7** FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8731.
  - (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

## (b) Representation.

(1) The offeror represents as part of its offer that it	is,	is not a small business
concern.		

- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it  $\square$  is,  $\square$  is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it  $\square$  is,  $\square$  is not a women-owned small business concern.
- (c) *Definitions.* "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has it management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has it management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets requirements of 13 CFR Part 124.

"Women-owned small business concern", as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more

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- (2) Whose management and daily business operations are controlled by one ore more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- **K-8** FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (DEVIATION)

The offeror represents that--

(a) Equal Op	It $\square$ has, $\square$ has not participated in a previous contract or subcontract subject either to the oportunity clause of this solicitation,
(b)	It  has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## K-9 FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984) The offeror represents that--(a) It \( \subseteq \text{has developed and has on file, } \subseteq \text{has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. **K-10** FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984) The Offeror certifies that--Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency List of Violating Facilities; (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

## **K-11** FAR 52.223-13 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
  - (b) By signing this offer, the offeror certifies that --
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and

#### section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempted for at least one of the following reasons: (Check each block that is applicable)
(I) The facility does not manufacture, process, or otherwise use any toxic chemicals
listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
(ii) The facility does not have 10 or more full-time employees as specified in section
313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
(iii) The facility does not meet the reporting thresholds of toxic chemicals established
under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40
CFR 372.27, provided an appropriate certification form has been filed with EPA);
(iv)The facility does not fall within Standard Industrial Classification Code (SIC)
<del> ` ' '                               </del>
designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition
Regulation; or
(v) The facility is not located within any State of the United States, the District of
Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States
Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which
the United States has jurisdiction.
the Office States has jurisdiction.

## K-12 FAR 52.226-2 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b)	Representation. The offeror represents that it
	☐ is ☐ is not a Historically Black College or University;
	☐ is ☐ is not a Minority Institution.
K-13	FAR 52.227-6 - ROYALTY INFORMATION (APR 1984)
char	(a) Cost or charges for royalties. When the response to this solicitation contains costs or rges for royalties totaling more than \$250, the following information shall be included in the conse relating to each separate item of royalty or license fee:
	(1) Name and address of licenser.
	(2) Date of license agreement.

- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

# **K-14** DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions.

As used in this provision --

- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) "Entity controlled by a foreign government" --

- (i) Means --
- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
- (B) Any individual acting on behalf of a foreign government.
- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means --
- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).
- (b) Prohibited on award.

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

#### (c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	
Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government

# **K-15** DFARS 252.209-7003 - COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the more recent report required by 37 U.S.C. 4212(d).

# **K-16** DFARS 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (JUN 1997)

## (a) Definition.

Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR Part 124.112 or 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and

economically disadvantaged individuals; o
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- (2) In the case of any publicly owned business, at least 51 percent of the voting stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

	indi	viduals.
(b)	Represe Check th	ntations. e category in which your ownership falls
		bcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, kistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
	Vie Pa Tha Fe	ian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, etnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Iau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, ailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the derated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or uru)
	Bla	ack American (U.S. Citizen)
		spanic American (U.S. Citizen with origins from South America, Central America, exico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
		ative American (American Indians, Eskimos, Aleuts, or Native Hawaiians including lian tribes or Native Hawaiian organizations)
	the	dividual/concern, other than one of the preceding, currently certified for participation in Minority Small Business and Capital Ownership Development Program under Section of the Small Business Act
	Ot	her
(c)	Certificat Complete	tions. e the following
	(1) The	Offeror is is nota small disadvantaged business concern.
	con	Small Business Administration (SBA) has has notmade a determination cerning the offeror's status as a small disadvantaged business concern. If the SBA has de a determination, the date of the determination was and the Offeror

		Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.
		Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.
(d)	Any	nalties and Remedies.  one who misrepresents the status of a concern as a small disadvantaged business for the bose of securing a contract or subcontract shall
	(1)	Be punished by imposition of a fine, imprisonment, or both;
	(2)	Be subject to administrative remedies, including suspension and debarment; and
	(3)	Be ineligible for participation in programs conducted under authority of the Small Business Act.
K-17		FARS 252.226-7001 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND INORITY INSTITUTION STATUS(JAN 1997)
(a)	De	efinitions.
		listorically black colleges and universities," as used in this provision, means institutions etermined by the Secretary of Education to meet the requirements of 34 CFR 608.2.
	of U.	linority institutions," as used in this provision, means institutions meeting the requirements paragraphs (3), (4), and (5) of Section 321(b) of the Higher Education Act of 1965 (20 S.C. 1058). The term also means any nonprofit research institution that was an integral part a historically black college or university before November 14, 1986.
(b)		ertification. ne Offeror certifies that it is
		A historically black college or university
		A minority institution
(c)	No	otification.  otify the Contracting Officer before award if your status as a historically black college or diversity or minority institution changes.

K-18 DFARS 252.247-7022 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

(AUG 1992)

(a)	The Offeror shall indicate by checking the appropriate blank in paragraph(b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b)	Representation. The Offeror represents that it
	Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
	Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
also ir	Any contract resulting from this solicitation will include the Transportation of Supplies by Sea e. If the Offeror represents that it will not use ocean transportation, the resulting contract will include the Defense FAR Supplement clause at 252.247-7024, Notice of Transportation of ies by Sea.
K-19	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
The C	offeror's CAGE Code is

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

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#### **SECTION L**

# INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

## L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www-far.npr.gov/References/References.html http://heron.nrl.navy.mil/contracts/home.htm

#### FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (APR 1998)
52.211-2	-	Availability of Specifications Listed in the DOD Index of Specifications and
		Standards (DODISS) and Descriptions Listed in the Acquisition Management
		Systems and Data Requirements Control List, DOD 5010.12-L (AUG 1998)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.252-5	-	Authorized Deviations in Provisions (APR 1984)

# **L-2** FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a  $\square$  DX rated order;  $\boxtimes$  DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

# **L-3** FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
  - (ii) Commercial item exception. For a commercial item exception, the offeror shall

submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

## **L-4** FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type contract with Cost Plus Fixed Fee (Term) task orders resulting from this solicitation.

# **L-5** FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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- **L-6** DFARS 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)
- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
  - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.
- **L-7** DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)
- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
  - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software		Asserted	Name of Person
to be Furnished With Restrictions*	Basis for Assertion**	Rights Category***	Asserting Restrictions****
(LIST)****.	(LIST)	(LIST)	(LIST)

- \* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- \*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- \*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****	Corporation,	individual,	or	other	person,	as	appropriate.
------	--------------	-------------	----	-------	---------	----	--------------

****	Enter	"none"	when a	III data	or	software	will b	be submitted	without	restrict	ions.
D	ate										

Printed Name and Title	
Signature	
	(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.
- **L-8** DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

#### L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

#### L-10 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES

The following is the anticipated distribution by labor category of the maximum level of effort. This distribution shall be used by the offeror in preparing the cost proposal. If the offeror uses labor category terminology other than that used in this provision, the offeror must provide a matrix clearly relating their proposed labor categories to those in this provision.

LABOR CATEGORY	YEAR 1	YEAR 2	YEAR 3	TOTAL
Project Manager*	1,950	1,950	1,950	5,850
Senior Systems Engineer	100	100	100	300
Electronics engineer	1,200	1,200	1,200	3,600
Computer Scientist	1,950	1,950	1,950	5,850
Test Engineer	500	500	500	1,500
Environmental Test Eng.	500	500	500	1,500
Electronic Technician	500	500	500	1,500
Engineering Model Maker	400	400	400	1,200
Program Analyst	<u>1,950</u>	<u>1,950</u>	<u>1,950</u>	<u>5,850</u>
Total	9,050	9,050	9,050	27,150

For proposal estimating purposes, 40% of total time is anticipated at NRL, with the remaining 60% at the offeror's facility, except for the Program Analyst who will be at NRL.

#### L-11 TRAVEL AND MATERIAL ESTIMATE

The travel and material estimate set forth below must be included in each offeror's cost proposal for evaluating purposes only. The contractor will be reimbursed allowable travel and material costs incurred in performance of task orders under the contract.

TRAVEL COSTS - \$30,000 (\$10,000 PER YEAR) PLUS ANY APPLICABLE INDIRECT COSTS.

MATERIAL COSTS - \$75,000 (\$25,000 PER YEAR) PLUS ANY APPLICABLE INDIRECT COSTS.

#### L-12 CONFLICT OF INTEREST

The Statement of Work requires advice and assistance to the Government involving development of procurement specifications for Navy test instruments and evaluation of technical proposals and bid samples during the award process for Navy instrument procurements. This advice and assistance must be impartial and objective. Therefore, the performing contractor must be free of relationships or activities that would be potentially impairing or that might create an unfair competitive advantage. Your attention is directed to FAR Subpart 9.5 and to the provision in Section H, "Conflict of Interest," which implements appropriate restrictions. Your attention is also invited to the provision in Section L, "Instructions for Submission and Information Required to Evaluate Proposals," under the paragraph

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"Statements Regarding Contractor Facility and Conflict of Interest," which will result in data to evaluate responsiveness.

# L-13 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical and management proposal shall be placed in Volume I and be completely separate from the cost proposal (Volume II).
- (2) Proposal Identification/Mailing The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-98-R-JW05 Closing Date: (As specified in Block 9, RFP face page) Attn: Code 3240.JW

- (3) Proposal Format and Length No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Technical proposals must not exceed 100 pages in length, including illustrative material. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.
- (4) Include a matrix in the technical volume indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price. The proposal must be based on the hours listed in Provision L-10, ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES.
- (5) The following information is required for evaluation of your technical/management and cost proposal. Any additional information may be provided.

## VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

#### REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

## Statements regarding Contractor Facility and Conflict of Interest

- Document ability to satisfy the "Contractor Facility" and "Conflict of Interest" clauses in Section H. (These are responsiveness issues).

## <u>Under the Technical Subfactor entitled "Company Experience and Management Approach":</u>

- The proposal must document the company's experience base in the technology areas in the statement of work, including proven capability to perform timely design and fabrication of electronic equipment, including parts purchasing, printed circuit and chassis fabrication and wiring; timeliness often involves urgent operational needs. The proposal must document the company's understanding of the nature of the project from both management and technical standpoints, including the project management approach for accomplishing the statement of work. The proposal must document company experience in maintaining project capability by reliably providing capable personnel and management support sufficient to avoid interruptions resulting in program disruption or loss of key, project corporate memory.

# <u>Under the Technical Subfactor entitled "Personnel Qualifications":</u>

- The proposal must provide documentation to demonstrate the availability, experience, abilities, and other qualifications of proposed personnel with respect to the statement of work and requirements set forth in Attachment No. 3, Personnel Qualifications, and in DD Form 254. The evaluation will include assessment of the specific abilities needed to perform the SOW as well as satisfaction of the other requirements. The offeror must provide resumes for all proposed personnel. In addition to career experience and education, each resume should describe specific experience supporting the statement of work, including project skills, education, and other qualifications unless obvious from the career experience. The resumes should include customer points-of-contact with office telephone number, organization, contract or project number and title, and skill areas known to the point of contact. Ensure resume data for a bachelor's degree includes the year the degree was granted.

#### - Abilities to be addressed

Project manager: ability to perform independently, in managing projects similar to the work described in the SOW

Senior Systems Engineer: ability to create, review, and modify test plans/procedures; ability to analyze test results.

Test Engineer: Proven ability in the design of optimized software and of software enhancement for optimization purposes.

# <u>Under the Technical Subfactor entitled "Past Performance Information":</u>

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last three contracts or subcontracts completed during the past three years for services similar in nature to this requirement. Include in the list of three any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

- 1. Name of contracting organization.
- 2. Contract number
- 3. Contract type
- 4. Total contract value
- 5. Description of the contract work
- 6. Contracting officer and telephone number
- 7. Contracting officer's representative, program manager, or similar official and telephone number
- (b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report, which is available at http://heron.nrl.navy.mil/contracts/home.htm, is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.
- (c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

## **VOLUME II - COST PROPOSAL**

# REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

The offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the cost elements. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

If a period of performance (e.g., the first year, second year, etc.) overlaps the point where a rate changes, the offeror shall submit a description of the timing of the change, the amount of the base for each rate period, and the rate applied to each base. This may be submitted as a summary table, separate from the cost tables for each priced CLIN.

If labor fringe or overhead rates, G&A rates, or cost of money rates for the first period of performance are changing significantly (about 5% of the rate or more) from previously experienced or approved rates, an explanation should be provided.

If facilities capital cost of money is proposed, the offeror shall submit a table showing the allocation by year of each cost of money factor to land, buildings and equipment.

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#### **SECTION M**

#### **EVALUATION FACTORS FOR AWARD**

#### M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

#### M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The first technical factor is more important than either of the other two factors, which are of equal importance.

#### I. TECHNICAL/MANAGEMENT

# (1) COMPANY EXPERIENCE AND MANAGEMENT APPROACH

Each offeror will be evaluated on the following: (1) on the company's experience in the field of electronic equipment, including proven capability to perform timely design and fabrication of electronic equipment, including parts purchasing, printed circuit and chassis fabrication and wiring; timeliness often involves urgent operational needs; (2) on the soundness of the offeror's project management approach for accomplishing the statement of work; and (3) on the offeror's success in maintaining continuity: avoiding interruptions resulting in program disruption or loss of key, project corporate memory by reliably providing capable personnel and management support.

# (2) PERSONNEL QUALIFICATIONS

Each offeror will be evaluated on the availability, experience, abilities and other qualifications of its proposed personnel with respect to the requirements set forth in the SOW, Attachment (3) to the RFP entitled Personnel Qualifications, and in DD Form 254. Proposal of only one person for the Project Manager and Computer Scientist positions will contribute more to the score than proposal of more than one person for each position.

#### (3) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. Offerors that have no relevant

performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

#### II. COST

(1) PROPOSED OVERALL COST

Proposed estimated cost and fixed-fee.

(2) THE REALISM OF THE PROPOSED COST

Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal.

The Government may adjust the proposed cost for purposes of evaluation based upon the results of the cost realism evaluation.

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# Statement of Work for Instrumentation and Integration Support

## 1. INTRODUCTION

The Naval Research Lab (NRL), Information Technology Division, supports the development, testing, and Fleet implementation of General Purpose Electronic Test Equipment (GPETE) to meet current and future equipment performance monitoring requirements for Shipboard Prime Electronic Systems.

This Division also provides support in the development of equipment to enhance the operations of VLF/LF transmitter sites throughout the world.

This Division also conducts research and development on the Advanced Testing Technology tasks. These tasks incorporate sophisticated research technology in prototype instruments.

# 2. SCOPE

The Contractor shall provide analysis, testing support (Electrical and Environmental: Temperature, Humidity, Shock, Vibration, and Electromagnetic Interference (EMI)), design, engineering, fabrication of prototype hardware, and software development to meet Fleet requirements. Tasking will also include studies and reports on areas of provisioning, logistic support, requirement analysis, and testing. The scope includes providing engineering support for the following task areas: Salient Characteristics, Bid Sample Testing, Production Lot Sample Testing, Testing Software Development, GPETE Program Support, GPETE/Prototype Fleet Introduction Support, Microwave/Millimeter Wave Research and Development Support, Prototype Hardware Development, VLF/LF Site Survey Support, MD-1310/U Quality Assurance Testing, Documentation for Existing Prototype Equipment, Microprocessor Development Support, Logistics Support, and GPETE Requirements List Data Management System.

## 3. REQUIREMENTS

The requirements and tasks are described in this Section. The Contractor shall perform the tasks, render the services, provide the facilities, and deliver all supplies and services set forth herein.

The Contractor shall fabricate equipment designs in a timely manner to meet the often urgent operational needs.

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#### 3.1 Salient Characteristics

Salient Characteristics are technical specifications that define the performance characteristics of instruments required to support Navy operations. The Salient Characteristics define the performance of GPETE required to support the test and maintenance of Navy electronic systems. The Salient Characteristics are incorporated into solicitations for the purchase of the defined instruments. Since the Contractor shall provide technical input for the Salient Characteristics which will be generated by NRL for GPETE items on the Navy Fiscal Year Buy List, the technical input will address the performance parameters, size, and weight requirements, and environmental characteristics for each item based upon an analysis of the operational environment. To perform this effort the Contractor may be required to discuss technical requirements with fleet personnel and access information from equipment vendors to formulate technical recommendations reconciled to Navy needs, while maintaining a realistic perspective of the competitive marketplace.

The Salient Characteristics shall be submitted to the COR, and conform to technical instructions provided by the COR. Milestones are established for the submissions and the Contractor must be able to provide the necessary technical recommendations in a timely manner, such that the recommendations can be reviewed by NRL personnel involved in preparing the Salient Characteristics. The COR shall provide the Contractor with the format for Salient Characteristics, and the Contractor shall deliver Salient Characteristics in the established format. In addition, the Contractor is required to maintain the revision history of each Salient Characteristic.

## 3.2 Bid Sample Testing

Bid sample testing is a process used by the Navy to ensure that equipment offered to fulfill the requirements of an established fleet need are in accordance with the salient characteristics of a solicitation used to procure the equipment. Generally the equipment offered is either commercial-offthe-shelf (COTS) instruments or COTS equipment that has been modified by a manufacturer to meet the required salient characteristics. When an instrument manufacturer chooses to bid on the solicitation, the Navy may require that the offered instrument (a Bid Sample) be provided by the manufacturer for evaluation against the salient characteristics of the solicitation. A quantity of two samples is normally required. These Bid samples are then evaluated at the Naval Research Laboratory to determine conformance to the salient characteristics. This evaluation includes evaluation of the electrical characteristics in a laboratory environment. The bid samples are also evaluated during and after environmental tests have been performed. The environmental tests include bench handling, transit case drop, shock, vibration, temperature, humidity and EMI. The electrical, temperature and humidity, shock and vibration portion of the testing is normally performed in facilities at NRL by NRL personnel. The Contractor will be tasked to provide support in the testing of selected Bid Samples. The Contractor shall perform Bid Sample Testing in accordance with the Specified Salient Characteristics. Guidance in the type of testing required can be obtained from MIL-PRF-28800. This task includes the development of automated test programs and techniques using IEEE-488 interface bus controlled test instrumentation systems.

In addition to the actual testing, this task includes development of a test plan for each item tested, a test report showing all data and results of the testing, and pass/fail recommendations. The Contractor will be tasked with performing testing on Bid Samples. The tasking will outline the type of testing that is required for a Bid Sample and establish a required completion date. The Contractor shall

PAGE 3

develop a test plan that will cover the procedures to be used to achieve the testing requirements. The resulting test plan will include discussion of both the testing performed by Government personnel and those tests performed by the Contractor. When manufacturers provide Bid Samples, they are required to submit a technical manual for the Bid Sample. The technical manual is evaluated during the Bid Sample Testing process. The Contractor shall evaluate the technical manual for the Bid Sample in accordance with the guidance of MIL-PRF-28800. As tasking is performed, the Contractor shall enter appropriate data, consistent with the tasking, in a database. The Database application currently in use is Filemaker and is maintained on a Macintosh computer. Entries in the database will reflect the progress of the tasked effort. Upon completion of the testing of a Bid Sample, the Contractor shall prepare a test report and submit it to the Government for approval. The test report will contain both the applicable data and indicated results. Evaluation of the technical manual of Bid Samples shall be performed by the Contractor only on technical manuals of Bid Samples that have passed Bid Sample testing. As such, a separate report detailing the results of the technical manual review shall be submitted by the Contractor. The report on the technical manual will express deficiencies in the technical manual as well as provide a summary recommendation concerning the acceptability of the technical manual. Finally, the Contractor shall prepare a summary letter that will provide pass/fail recommendations for a particular Bid Sample.

The Contractor shall coordinate the testing process, provide weekly status reports to indicate the progress of Bid Sample testing procedures, prepare a test plan for approval, consolidate test results, and provide an organized test report. In so doing the Contractor shall maintain details of revision history and test results for past and current Bid Samples.

# 3.3 Production Lot Sample Testing

Production Lot Sample Testing is testing of a deliverable item on a specific Navy acquisition. The vendor may have recently developed the instrument or modified an existing instrument in order to meet the salient characteristics of the acquisition. The intent of the Production Lot Sample testing is to verify that instruments that are new technology and new to the Navy inventory meet the specification of the acquisition contract. Production Lot Testing verifies that the vender is able to manufacture and deliver a production instrument (selected from a production lot) that meets the same technical characteristics as that initially offered.

The Contractor shall perform Production Lot Sample Testing in accordance with MIL-PRF-28800 and equipment specifications. This task includes the development of automated test programs and techniques using IEEE-488 interface bus controlled test instrumentation systems. In addition to the actual testing, this task includes development of a test plan for each item to be tested, a test report showing all data and test results, and pass/fail recommendations.

#### 3.4 Testing Software Development

Testing at the Naval Research Laboratory is often automated through the use of computer controlled instrumentation. Instruments used in testing usually have a communications port that can be accessed by an instrument controller. The communications port may be either serial, parallel, or IEEE-488 compatible. There also is the necessity to control instruments in system architectures, where VXI

PAGE 4

and MMS are most often used. The contractor shall be familiar with instrumentation interfaces and programming a variety of computers to control instruments.

The Contractor shall develop software for test systems at NRL. The task shall involve programming the HP-9800 series family of computers in HP-Basic and HPL, or Macintosh or IBM Personal Computers in C or BASIC computer languages or in one of the many graphical development systems, i.e., LABVIEW. The Contractor shall document the software and shall develop the software so that it is compatible with NRL generated software.

# 3.5 GPETE Program Support

The contractor shall provide technical support for the revision of MIL-PRF-28800. The Contractor shall provide technical recommendations on revisions to the document and shall aid in technical coordination between other Government agencies and industry representatives.

The Contractor shall provide engineering and technical support to GPETE Programs. This task shall include the development of inputs and recommendations for Life-Cycle support planning, delivery scheduling, and Operational Test planning. The Contractor shall also conduct analysis of Fleet reported problems related to GPETE. In addition, this task includes the preparation of briefing materials (viewgraphs, slides, etc.) and the hosting of conferences at the offeror's facilities.

# 3.6 GPETE/Prototype Fleet Introduction Support

The Contractor shall produce a Fleet introduction package for new items of prototype hardware or GPETE being introduced. The introduction package will include training materials, troubleshooting guides, installation plans, and maintenance documentation.

# 3.7 Microwave/Millimeter Wave Research and Development Support

The Contractor shall provide engineering and technical support for the Microwave/Millimeter Wave Task group, encompassing research and evaluation of state-of-the-art concepts and components for Microwave/Millimeter Wave instrumentation. The Contractor shall provide general technical support to this area in the form of assembly, fabrication or design of components that may be integrated with the millimeter wave components. In addition, the Contractor shall analyze the technical design of MMW components, assess requirements to create new or improved instrumentation, and prepare briefing materials (viewgraphs, slides, etc.).

#### 3.8 Prototype Hardware Development

The Contractor shall provide engineering support to the development of new prototype hardware. This task includes design, fabrication, testing, installation, and documentation of new prototype equipment for the Navy's VLF/LF Transmitter Site Modernization and prototype hardware development.

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# 3.9 VLF/LF Site Survey Support

The Contractor shall provide engineering and technical support for evaluation of the operational status of the Navy's VLF/LF transmission facilities, located throughout the world. The survey team must inspect the operations of the facilities and provide recommendations on improvement, upgrades or refurbishment that are required to maintain the facilities as reliable communication stations. The survey must include information on the physical plant, antenna, and electronics (both low power and high power components and subsystems). The survey team must include experts in the evaluation of structural defects and of electronics used in low frequency communications.

The Contractor shall develop specialized test systems to perform various tests for site surveys. In most applications, the Contractor shall analyze the requirement for system testing and formulate a plan for successfully performing the tests. As needed, the Contractor shall include in the plan requirements to assemble a mobile test suite that includes a computer controller, various stand-alone test equipment or VXI test systems, digitizers and specialized test software designs specifically for the test. The Contractor shall provide technical support in the development of the specialized test systems. The Contractor shall integrate hardware, design and fabricate specialized instruments, design and produce software to control system tests, collect test data, produce verifiable test results, and produce reports describing test system development, testing procedures, and test results.

# 3.10 MD-1310/U Quality Assurance Testing

The MD-1310/U MSK modulator is a state-of-the-art instrument that is being deployed at VLF/LF transmitter sites to modernize existing capability. Before delivery, an extensive testing procedure is performed on each unit and set of spare printed circuit cards. The Contractor shall provide technical support for the testing and quality assurance of modulators. This includes following the established procedures, performing the necessary tests, using a Government provided test system, recording the resulting data and preparing the equipment for shipment. (See Clause H-9 of the contract regarding the test system.) As such, the Contractor shall provide maintenance support and analysis for modulators that experience failures before the logistic support is available at a Navy depot. The Contractor shall repair the modulators and perform the quality assurance testing performed on new modulators.

# 3.11 Documentation for Existing Prototype Equipment

The Contractor shall develop new, or modify existing, documentation for prototype hardware units implemented at Navy VLF/LF transmitter sites. The documentation will include schematic drawings, wiring diagrams, illustrations, and technical procedures as appropriate. Documentation currently exists in the electronic formats used on Apple Macintosh computers. Software used to produce the documentation is primarily Microsoft Word, Claris CAD, and Ashlar-Vellum CAD. The contractor shall deliver documentation in electronic formats that are compatible with Apple Macintosh computers. The Contractor shall access the documentation that currently exists and modify or update the documentation as revisions are performed.

The contractor shall also be familiar with the requirements for obtaining Navy Program office approval for modifications to deployed instruments and systems and shall support the request process.

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Generally, approval is obtained by submitting an Engineering Change Proposal (ECP). The contractor shall be familiar with the documentation requirements needed to produce an ECP and with the process required to achieve approval of the ECP from the program office.

# 3.12 Microprocessor Development Support

The Contractor shall provide engineering and technical support for the development of prototype systems that utilize microprocessors in the support of the mission of the Navy's VLF/LF transmission facilities. This support includes design, software development, and fabrication of prototype printed circuit boards. The Contractor shall support all software and hardware developments with documentation.

# 3.13 Logistics Support

The Contractor shall deliver the documentation support package required for fielding a system in the operational environment of the Navy. This includes but is not limited to: preparation of the equipment technical manual, operational manual, training manual, repair manual, drawing packages, training materials, provisioning information, mean-time-to-repair and mean-time-to-failure statistics, etc. The Contractor shall perform provisioning analysis and integrate this information into the current form used by the Navy supply system for supporting material. All logistics packages must be acceptable for submission in accordance with guidance publishedl by the Naval Sea Systems Command Logistics Center.

# 3.14 GPETE Requirements List (GRL) Data Management System

NRL provides support to NAVSEA and NSPCC by maintaining the database that provides management information for the procurement of all Navy general purpose test equipment. The information in the database includes information on the test equipment required by each of the Navy claimants. In general, each claimant provides a dbase IV file with their requirements each year about January. The requirement must be placed into a standard format and uploaded to the database system. Currently, the database resides on a NETWARE 4.X server. The Oracle relational database software program is used to manipulate the data and produce reports. Oracle Reports and Developer 2000 software is used to provide an easier interface for users. A token ring network is established for user access. The Contractor shall continue support of current capabilities and enhance access capabilities for a larger client base that may include access over the internet. This Oracle system must use the Netware network operating system to handle client, server interactions. The version for Netware is 4.X and, for Oracle, is 7.X, the latest version of each software package.

The Contractor shall provide services to maintain the database. This may include, but is not limited to: maintenance of the data in the database, producing reports on demand, verifying the reports, assisting in use of the user interface, development of user interface enhancements, administration tasks, and maintaining current backup of the system.

The contractor shall provide services to enhance the database system to include but not limited to: Netware Installation and administration; Oracle installation and administration; Token Ring/Ethernet

PAGE 7

network setup, integration and maintenance; enhancement of the Oracle database for the GPETE program; development of user interface enhancements in Oracle; development of standard report generation formats that allow users to more easily access the data; design of automated notification procedures for disseminating the reports; and maintainence of current data backups for the system.

#### 4. DELIVERABLE PRODUCTS

The applicable deliverables are described in this Section.

# 4.1 Progress Reports

Progress reports shall consist of a summary of the engineering support provided in relation to each of the task areas described in the Requirements section of this Statement of Work. The Contractor shall provide a section in the progress report that enumerates the level of effort in each task area and the corresponding cost of the effort, this includes both manpower expenditures and financial expenditures of the Contractor . The Contractor shall provide a section that defines a projected level of effort based on tasking, including both personnel manhours and cost. Finally, The Contractor shall provide a summary financial section. The Contractor shall provide full progress reports monthly, however the Contractor shall identify the manpower and financial expenditures incurred in the previous week and report this in a weekly report.

## 4.2 Technical Reports

The Contractor shall provide reports to the COR that conform to NRL report NRL/PU/5230-93-0241, "NRL Report Format," published by the Naval Research Laboratory. The Contractor shall provide the reports as a single hardcopy with an electronic copy stored on computer disk. The hardcopy of reports must be of laser printer quality or better. The electronic copy shall be in a format that is directly compatible with Apple Macintosh computers and accessible through PageMaker, FrameMaker, WordPerfect, or Microsoft Word, word processing, software packages. Reports shall include but are not limited to, the following sections: Abstract, Introduction, Applicable Specification, Body describing the effort performed, Results, Analysis, Summary and References. The technical report may also include the items required by paragraphs 4.3.1 and 4.3.2.

#### 4.3 Documentation

The Contractor shall provide documentation to accompany delivery of all software or hardware deliverables. The Contractor shall provide documentation as a single hardcopy, with an electronic copy stored on computer disk. The hardcopy of reports must be of laser printer quality or better. The electronic copy must be in a format that is directly compatible with Apple Macintosh computers and accessible through PageMaker, FrameMaker, WordPerfect, or Microsoft Word, word processing, software packages. The format provided must be the same as for reports, but content is restricted to discussion of the accompanying software or hardware and must include a technical overview, a section detailing the technical effort and a summary of the results. Documentation must also include the following items where applicable:

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4.3.1 Engineering Drawings - Schematics and engineering drawings must be provided for each hardware prototype effort. The Contractor shall provide these in a hardcopy form and as a corresponding electronic copy on computer disk. The electronic copy must be in an Apple Macintosh compatible format. The deliverable shall be sufficient to support fabrication of the hardware item.

4.3.2 Software Code - The Contractor shall deliver all software code as both source code and as executable code. Software must be compatible with one of the following computers: Sun SparcStation, Apple Macintosh, IBM compatible or HP series 80, 200, 300 or 9000; or as firmware to embedded controllers in hardware prototypes. The Contractor shall specify the computer platform and programming language before any software development. The software code provided as a deliverable must conform to industry conventions of good programming techniques and must include comments internal to the software that adequately describe the functionality of the software to a programmer conversant in the software language used for development.

#### 4.4 Prototype Hardware

Prototype hardware consists of a working model of electronic equipment that can readily be transformed into engineering development models. The delivered prototype must meet the specification established at the beginning of the task effort.

# 5. <u>APPLICABLE DOCUMENTS</u>

The following documents, of the issue in effect on the date used, form a part of this SOW to the extent specified herein. In the event of a conflict between any of the referenced documents and the requirements of this SOW, the contents of this SOW shall be considered a superseding requirement.

5.1 Military Specifications and Standards

Document Number Description

MIL-PRF-28800F Test Equipment For Use With Electrical and Electronic Equipment

Note: All documents may be obtained from the Naval Publications and Forms Center, 5801 Tabor Avenue, ATTN: NPODS, Philadelphia, PA 19120-5099. Telephone (215) 697-1187/2179.

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ATTACHMENT (1) PAGE 9

# 5.2 Program Documents

**Document Number** 

<del>Docomplicit</del>
MD-1310/U VLF/LF Modulator: Technical Operations and Maintenance
Manual with Illustrated Parts Breakdown
MD-1310/U VLF/LF Modulator Drawing Package: DoD Level II, Drawings
and Associated Parts Lists
Quality Assurance, Alignment, and Test Procedures for the MD-1310/U
Modulator
Test Procedures and Results for the MD-1310/U Modulator

Description

Note: All documents may be obtained by written request from the Naval Research Laboratory, 4555 Overlook Ave., SW, Code 3240DA, Washington DC 20375-5337.

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for raviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden astimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Lafferson Devis Highway, Suite 1204, Artiflegton, VA 222024302302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addressess. Send completed form to the Government Issuing Contracting Officer for the ContractIPR No. Issued Block E.

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Form Approved OMB No. 0704-0188

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Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and competing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Deriv, VA 222024 2402, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DD NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contractify No. listed in Block E.

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Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defanse, Washington Headquarters Services, Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DD NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the ContractIPR No. listed in Block E.

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defanse, which are considered to the provinces, Directorate for Information Operations and Reports, 1215 Jefferson Daily, Way 220204-2302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please 00 NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Issted in Block E.

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# ENCLOSURE (1) TO DD FORM 1423 SOLICITATION NUMBER N00173-98-R-JW05 INSTRUCTIONS FOR DISTRIBUTION

# DISTRIBUTION OF TECHNICAL REPORTS

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER UNCLASSIFIED/ UNLIMITED	R OF COPIES UNCLASSIFIED/LIMITED AND CLASSIFIED
COR Naval Research Laboratory	N00173	1	1
Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320			
Administrative Contracting Officer		1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5326	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

# DISTRIBUTION OF NON-TECHNICAL REPORTS

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

	NUMBER OF COPIES						
ADDRESSEE	DODAAD CODE	UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED				
COR	N00173	1	1				
Administrative Contracting Officer (DCMAO)		1	1				

SOLICITATION NO. NOO	<u>173-9</u>	8-R <b>-</b>	<u>JW05</u>	A'	ΤI	ACHMENT (2) Page 1 of 2 Pages		
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(The requirements of the DoD Industrial						SECRET  b. LEVEL OF SAFEGUARDING REQUIRED		
to all security aspects of thi			e, epp	'' <b>'</b>		SECRET		
2. THIS SPECIFICATION IS FOR: (X and complete as app	licable)			2 TI	LIC	SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER				J. ''	П	Date (YYM)	IDO)	
				х	•	ORIGINAL (Complete date in all cases) 98041	0	
b. SUBCONTRACT NUMBER					ь	. REVISED (Supersedes Revision No. Date (YYM)	4DO)	
						all previous specs)		
C. SOLICITATION OR OTHER NUMBER Due  X 55-0125-98	Date (YYA	(MDD)			c.	FINAL (Complete Item 5 in all cases)	4DO)	·
4. IS THIS A FOLLOW-ON CONTRACT? YES		X NO	). If Yes,	comple	te 1	the following:		
Classified material received or generated under			-		(F	Preceding Contract Number) is transferred to this follow-on contract.		
5. IS THIS A FINAL DD FORM 254?		X I NO	D. If Yes.	comple	te 1	the following:	-	
in response to the contractor's request dated	<del></del>			•		d classified material is authorized for the period of		
6. CONTRACTOR (Include Commercial and Government Enti	ty (CAGE)	Code)						
a. NAME, ADDRESS, AND ZIP CODE		-	b. CA	GE COD	E	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
			i					
FOR RFP PURPOSES ONLY, NOT VAL:	ID FO	R AC'	UAL	CONT	TR	ACT AWARD		
•								
7. SUBCONTRACTOR			L		_	<u> </u>		
a. NAME, ADDRESS, AND ZIP CODE			b. CA	GE COD	E	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
N/A						27/4		
11/21						N/A		
		_						
8. ACTUAL PERFORMANCE			T:					
a. LOCATION			, A	GE COD	Æ	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
4.								
N/A						N/A		
9. GENERAL IDENTIFICATION OF THIS PROCUREME	NT		•					
COMMUNICATIONS SYSTEMS INSTRUME	ENTAT	ON A	AND I	NTEC	GR.	ATION SUPPORT		
40 THE CONTRACT MALL BEAUTIFE ACCREC TO	V-4	N/C	44 151	0222		MAINE THE CONTRACT THE CONTRACT	, I	
10. THIS CONTRACT WILL REQUIRE ACCESS TO:  a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO X				IMING THIS CONTRACT, THE CONTRACTOR WILL:  10 CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S A GOVERNMENT ACTIVITY	YES	NO.
b. RESTRICTED DATA	+	X				A GOVERNMENT ACTIVITY SIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	+	X			_	GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	-			IODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:					_	IVICES ONLY		X
(1) Sensitive Compertmented Information (SCI)		X	f. HA	VE ACC	ĘŠŠ	TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., U.S. POSSESSIONS AND TRUST TERRITORIES	$\neg$	X
(2) Non-SCI		X	g. 8E	AUTHO NTER (D	RIZ	ED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X				OMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HA	VE TEM	1969	ST REQUIREMENTS		Х
h. FOREIGN GOVERNMENT INFORMATION		X	j. HA	VE OPE	RAT	TIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		Х				ED TO USE THE DEFENSE COURIER SERVICE		Х
j. FOR OFFICIAL USE ONLY INFORMATION	<b></b> _	X	I. OT	HER (Sp	<b>P</b> C/I	(5)		
k. OTHER (Specify)								
			1					
			<u></u>					

Previous editions are obsolete.

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SOLICITATION NO. NOO173-98-R-	-JWO5 ATTACHM	ENT (2) Pag	e 2 of 2 Pages
12. PUBLIC RELEASE. Any information (classified or unclassified) pertainle Security Manual or unless it has been approved for public release by appropriate the Direct X Through (Specify):	ng to this contract shall not ropriate U.S. Government aut	to all the second	
Commanding Officer, Naval Research Laborat	tory, Washington,	DC 20375-532	0, Code 5524.
to the Directorate for Freedom of Information and Security Review, Office of In the case of non-DoD User Agencies, requests for disclosure shall be submitted.	ed to that adency		
13. SECURITY GUIDANCE. The security classification guidance needed for the contributing factor indicates a need for changes in this guidance, the contractor assigned to any information or material furnished or generated under this control decision, the information involved shall be handled and protected at the highest forward under separate correspondence, any documents/guides/extracts reference.	tract; and to submit any question	ons for interpretation of this	nanges; to challenge the guidance or the classification guidance to the official identified below. Pending fina
Access to classified information is not required to of work. However, prior to award of contract, facility clearance, SECRET storage capabilities, clearances commensurate with level of access respectively.	, the successful co and personnel av	ntractor will be r	required to have a SECRET
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition pertinent contractual clauses in the contract document listelf, or provide an appropriate acopy of the requirements to the cognizant security office. Use Item 13 if additional security of the requirements to the cognizant security of the security of the requirements.	in to ISM requirements, are est opriate statement which identi onal space is needed.)	ablished for this contract. (I ifles the additional requirem	f Yes, identify the Yes X No
15. INSPECTIONS. Elements of this contract are outside the inspection responses or elements carved out and the activity responsible for inspections. Use Itel	insibility of the cognizant sec in 13 if additional space is need	urity office. (If Yes, explain	and identify specific Yes X No
16. CERTIFICATION AND SIGNATURE. Security requirements sta	ated herein are comple	ete and adequate fo	r cafeguarding the descript
information to be released or generated under this classifi  a. TYPED NAME OF CERTIFYING OFFICIAL b. TITLE	ied effort. All question	ns shall be referred	to the official named below.
	acting Officer, Sec	curity	(202)767-2240/2521
d. Address (Include Zip Code) Naval Research Laboratory		QUIRED DISTRIBUTIO	N .
Washington, DC 20375-5320		D. CONTRACTOR  D. SUBCONTRACTOR	
e signature Smallwood		I. U.S. ACTIVITY RESPONS  - ADMINISTRATIVE CONTI	
DD Form 254 Reverse, DEC 90	Х,	OTHERS AS NECESSARY	1221.11,5524,5520,5502

ATTACHMENT (3)
PAGE 1

#### PERSONNEL QUALIFICATIONS

The following labor category descriptions present the minimum personnel requirements for the solicited effort. Each individual proposed must, as a minimum, possess the personal qualifications set forth for the labor category in which the individual is proposed.

#### Definitions

A. Appropriate Academic Discipline - refers to the fields of physics, engineering (i.e., electrical, electronic, or digital), computer science, or a related technical field such as mathematics.

B. Experience - includes training and work experience in general scientific or engineering processes and practices; experience also includes related experience, which is training and work experience in one or more of the following areas: Project Management, Logistics Analysis, Prototype Hardware Development, Microprocessor Design, or Software Development; and experience also includes specialized experience, which is training and work experience in one or more of the following areas: Test System Design and Analysis, Software Development for Testing or Database Applications, Instrumentation Communications and Bus Networks, and Navy VLF Transmitter Sites and Equipment.

# II. Labor Categories

# Project Manager

A bachelor's degree in Business, Management, Economics, Electrical Engineering or other appropriate academic discipline plus a minimum of five years of project management experience and a minimum of five additional years of general, related, or specialized experience.

Must be clearable to the SECRET level.

Must have experience indicating ability to contribute to the technical effort in support of the Navy General Purpose Electronic Test Equipment Program. Must have demonstrated qualities of leadership and responsibility, as well as the ability to perform independently, in managing projects similar to the work described in the SOW. Must have a thorough understanding of Government acquisition processes related to testing and engineering analysis requirements of Government equipment acceptance. Must be capable of directing the work of subordinates including engineering staff, and must be capable of reviewing and approving work performed by other program staff. Must be capable of maintaining effective liaison with Government and other contractor personnel.

#### Senior Systems Engineer

A master's degree in Engineering or an appropriate academic discipline plus a minimum of four years of general, related, or specialized experience; or a bachelor's degree in Engineering or an appropriate academic discipline plus a minimum of six years of general, related, or specialized experience.

Must be clearable to the SECRET level.

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At least three years of experience must be related to programs or systems addressed in the SOW. Must have a proven ability to create, review and modify test plans/procedures, and analyze test results. Must be experienced with the design and development of all levels of electronic systems from circuits to complete systems. Must be familiar with the integration of electronic subsystems to form functional systems, and the areas of logistic support analysis, hardware and software configuration management, and Life Cycle cost analysis. Must be familiar with mechanical, electrical and structural characteristics of VLF/LF transmitter facilities.

## **Electronics Engineer**

A bachelor's degree in Engineering or an appropriate academic discipline plus a minimum of three years of general, related, or specialized experience.

Must be clearable to the SECRET level.

Experience must include actual experience related to programs or systems addressed in the SOW. Must have actual hands-on experience with microprocessor circuit design, integrated circuit technology, and printed circuit board layout and design. Familiarity with prototype equipment design through all phases from concept formulation to fabrication, testing and deployment is highly desirable.

Must have successful experience with the development of test plans, maintenance plans, and test documentation. Must have successful experience with development of equipment specifications.

## Computer Scientist

Degree equivalents are as follows:

- (1) a bachelor's degree in Computer Science or an appropriate academic discipline plus a minimum of three years of general, related, and specialized experience; or
- (2) an associate's degree in Computer Science plus a minimum of four years of software development, microprocessor design or bus networks experience, or other qualifying computer experience, such as network administration, data base management, systems analysis experience; or
- (3) an associate's degree in an appropriate academic discipline plus a minimum of five years of software development, microprocessor design or bus networks experience, or other qualifying computer experience, such as network administration, data base management, systems analysis experience; or
- (4) an associate's degree in any other discipline plus a minimum of six years of software development, microprocessor design or bus networks experience, or other qualifying computer experience, such as network administration, data base management, systems analysis experience; or
- (5) a minimum of ten years of software development, microprocessor design or bus networks experience, or other qualifying computer experience, such as network administration, data base management, or systems analysis experience.

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Must be clearable to the SECRET level.

Experience must include actual experience related to programs or systems addressed in the SOW. Must have actual hands-on experience with Oracle database systems, SQL, C, C++, and/or Basic. Familiarity with prototype software design through all phases of development to delivery of a documented software product is highly desirable.

Must have successful experience with the development of software documentation and user's manuals. Must have successful experience with development of software specifications.

#### **Test Engineer**

A bachelor's degree in Computer Science or Engineering plus a minimum of four years of general, related, or specialized experience.

Must be clearable to the SECRET level.

In addition, the experience must include design of software for military equipment, test instrumentation, and software simulation design. Two years of the experience must have been with the programming in BASIC, C, or other computer language. Must have successful experience with the development of all forms of program documentation from conception to delivery of a final users' or operators' manual. (The Contractor has the option to satisfy the program documentation qualification with another degreed person instead of the Test Engineer.) Must also have proven ability in the design of optimized software and of software enhancement for optimization purposes.

#### **Environmental Test Engineer**

A bachelor's degree in Engineering or an appropriate academic discipline plus two years of general, related, or specialized experience.

Must be clearable to the SECRET level.

In addition, the experience must include test program development and experience in performing temperature, humidity, shock, vibration, and EMI tests.

#### Electronic Technician

A diploma or certificate from an accredited vocational or technical institution, or completion of military electronics "A" school, plus four years of experience with electronic equipment assembly and repair. Must have experience in inspecting, testing, adjusting, and certifying electronic equipment or assemblies for compliance to specifications.

Must be clearable to the SECRET level.

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# Engineering Model Maker

Six years of experience in engineering model making. Must have experience in fabricating from sketches or engineering drawings the more complex parts for new instruments. Responsibilities include assembly, test, repair, inspection of prototype equipment, and construction of special fixtures for testing and assembling equipment.

Must be clearable to the SECRET level.

# **Program Analyst**

A minimum of three years experience in program analysis, plus an additional two years of experience, education or training in program analysis. Must have experience in examining elements of a program as well as in preparing and organizing unified presentation of data. Must have experience in coordinating scheduling aspects of several tasks, providing updated status reports, and coordinating the collection of data use to prepare program support documentation. Either the Program Analyst, or any other member of the staff, must have technical writing experience to support preparing reports and specifications for procurement of instrumentation.

Must be clearable to the SECRET level.